

AG Contract No. KR97-0922-TRN
ADOT ECS File No. JPA 97-25
Project: US-60
Section: @ Country Club & Alma School Roads
Scoping Study

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF MESA

THIS AGREEMENT is entered into 27 June, 1997,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the CITY OF MESA, acting by and through its
MAYOR and CITY COUNCIL (the "City").

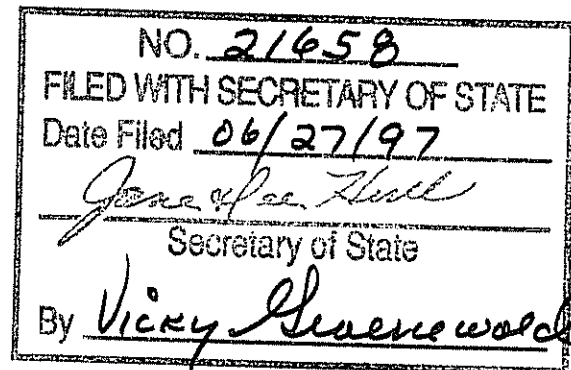
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 and 28-112 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to jointly participate in selecting and hiring a consultant to conduct scoping studies for US-60 at Country Club Road and Alma School Road traffic interchanges, at an estimated cost of \$30,000.00, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:



II. SCOPE

1. The State will:

a. Using State approved procurement procedures, participate with the City in the selection of a professional engineering transportation planning consultant to accomplish the Project.

b. Review Project progress reports and submittals and provide comments to the City or the consultant as appropriate. Review and approve the final studies prior to the City's final payment to the consultant.

c. Contribute a maximum of \$15,000.00 to the Project. Be responsible for any consultant claims for extra compensation attributable to the State.

d. No more often than monthly, reimburse the City on an actual cost basis, in a total amount not to exceed \$15,000.00, within 30 days after receipt and approval of invoices.

2. The City will:

a. Using State approved procurement procedures, advertise for, and with the concurrence of the State, select and hire a professional transportation engineering consultant to accomplish the Project. Be the lead agency for the Project. Strictly comply with all state and federal procurement laws, rules and procedures.

b. Provide the State timely copies of Project progress reports and submittals, and insure the incorporation of State review comments. Provide the State a copy of the final report, and obtain the State's approval prior to making final payment to the consultant. Accept the final report on behalf of the parties hereto.

c. Be responsible for all Project costs over and above the State's share of \$15,000.00, in an amount estimated at \$15,000.00, and for any consultant claims for extra compensation attributable to the City.

d. No more often than monthly, invoice the State, on an actual cost basis, with no profit or fee, in a total amount not to exceed \$15,000.00, for the State's share of the project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the award of a Project consultant contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Mesa
City Manager
PO Box 1466
Mesa, AZ 85211-1466


7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF MESA

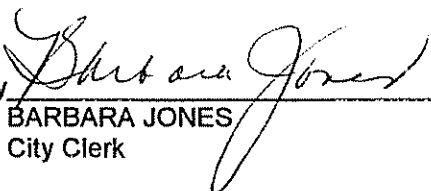
STATE OF ARIZONA

Department of Transportation

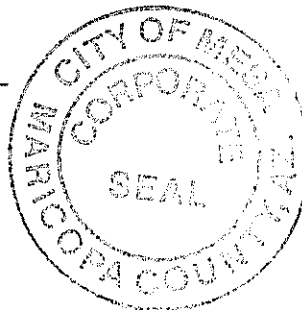
By 
CHARLES K. LUSTER
City Manager

By 
PETER ENO
Contract Administrator

ATTEST

By 
BARBARA JONES
City Clerk


97-25.doc
3mar



RESOLUTION

BE IT RESOLVED on this 3rd day of March 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Mesa for the purpose of defining responsibilities for conducting scoping studies for the US-60 Country Club and Alma School traffic interchanges

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

APPROVAL OF THE CITY OF MESA ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, and the CITY OF MESA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 5th day of June, 1997.

BY Neal Beets
Neal Beets
City Attorney

RECEIVED

MAY 08 1997

City of Mesa
Public Works Admin.

RESOLUTION NO. 7034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF MESA.


BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, AS FOLLOWS:

Section 1: That the agreement between the City of Mesa and the Arizona Department of Transportation (ADOT) for the scoping study of the Superstition Freeway (US 60), at Country Club Drive and Alma School Road Interchanges, is hereby approved.

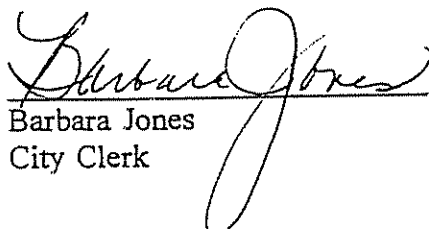
Section 2: That the City Manager is authorized and directed to execute the agreement on behalf of the City of Mesa, and the City Clerk is authorized and directed to attest to the signature of the City Manager thereon.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 5th day of May, 1997.

APPROVED:


Wayne Brown
Mayor

ATTEST:


Barbara Jones
City Clerk





GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-0922TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED June 19, 1997.

GRANT WOODS
Attorney General

A handwritten signature in black ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section